

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SERIES C PARENT TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Deutsche Bank Trust Company Americas, as Series C Parent Collateral Agent		03/09/2012	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	CIT Group, Inc.
Street Address:	1 CIT Drive
City:	Livingston
State/Country:	NEW JERSEY
Postal Code:	07039
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	3261421	C IT
Registration Number:	3334242	CAPITAL REDEFINED
Registration Number:	3291762	CIT
Registration Number:	2766028	CIT
Registration Number:	3291765	CIT
Registration Number:	2865425	CIT DIGITALEEDGE
Registration Number:	2781012	CIT
Registration Number:	2738279	EDGEVIEW
Registration Number:	3048331	PRACTICE FINANCE
Registration Number:	3008052	QUALITY DIGITAL SOLUTIONS
Registration Number:	1448848	THE CIT GROUP
Registration Number:	2971722	C IT EDUCATE
Registration Number:	2933697	C IT GROW.

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Registration Number:	2933696	C IT HEAL.
Registration Number:	2933695	C IT INSPIRE.
Registration Number:	2938620	C IT ROLL
Registration Number:	2938619	C IT SOAR
Registration Number:	2911458	C IT SUCCEED
Registration Number:	2506217	CIT TOTALSOURCE
Registration Number:	2910182	SEE IT WITH CIT
Registration Number:	1452503	THE CIT GROUP
Registration Number:	2636270	CIT.COM
Registration Number:	2277432	PRACTICEFINANCE

CORRESPONDENCE DATA

Fax Number: (212)291-9719
Phone: 212 558 3285
Email: newmanj@sullcrom.com, nguyenb@sullcrom.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Julie A. Newman
Address Line 1: 125 Broad Street
Address Line 2: Sullivan & Cromwell LLP
Address Line 4: New York, NEW YORK 10004-2498

ATTORNEY DOCKET NUMBER:	017500/0019 (JAN)
NAME OF SUBMITTER:	Julie A. Newman
Signature:	/Julie A. Newman/
Date:	03/12/2012

Total Attachments: 4

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RELEASE OF SERIES C PARENT TRADEMARK SECURITY AGREEMENT

THIS RELEASE OF SERIES C PARENT TRADEMARK SECURITY AGREEMENT (this "Release") is made as of March 9, 2012 (the "Effective Date") by Deutsche Bank Trust Company Americas, as Series C Parent Collateral Agent (the "Collateral Agent") for the benefit of CIT Group, Inc. (the "Releasee").

WHEREAS, Releasee and Deutsche Bank Trust Company Americas, in its capacity as trustee (the "Series C Trustee") entered into that certain Series C Indenture, dated as of March 30, 2011, to provide for the future issuance of the Company's debt securities or other evidence of Indebtedness, to be issued from time to time in one or more series as might be determined by the Company thereunder (the "Series C Base Indenture"); and such Series C Base Indenture was amended and supplemented by that certain First Supplemental Indenture, dated as of March 30, 2011, between the Company, the guarantors named therein and the Series C Trustee (the "Series C First Supplemental Indenture", and together with the Series C Base Indenture, in each case, as amended, restated, modified and supplemented from time to time, collectively, the "Series C Indenture") to provide for the issuance of the Series C Second-Priority Secured Notes due 2014 and the Series C Second-Priority Notes due 2018 (the "Series C Indenture");

WHEREAS, the parties hereto have entered into (i) that certain Senior Intercreditor and Subordination Agreement, dated as of December 10, 2009 (as amended, restated, supplemented, modified or replaced from time to time), among Bank of America, N.A., in its capacities as the First Lien Credit Facility Representative, the First Lien Subsidiary Collateral Agent and the First Lien Parent Collateral Agent; Deutsche Bank Trust Company Americas, in its capacities as the Series A Representative, the Series A Parent Collateral Agent, the Series A Subsidiary Collateral Agent, the Series B Representative, the Series B Parent Collateral Agent and the Series B Subsidiary Collateral Agent; CIT Group Funding Company of Delaware LLC, in its capacities as CIT Leasing Secured Party and Series B Issuer; and Releasee and certain of its Subsidiaries (the "Senior Intercreditor Agreement") to which Deutsche Bank Trust Company Americas, in its capacity as Series C Parent Collateral Agent and Series C Subsidiary Collateral Agent has become a party, pursuant to the Joinder Agreement dated as of the date hereof and (ii) that certain Junior Intercreditor Agreement, dated as of December 10, 2009 (as amended, restated, supplemented, modified or replaced from time to time), among Deutsche Bank Trust Company Americas, in its capacities as the Series A Parent Collateral Agent, the Series A Subsidiary Collateral Agent, the Series B Parent Collateral Agent and the Series B Subsidiary Collateral Agent; CIT Group Funding Company of Delaware LLC, in its capacities as CIT Leasing Secured Party and Series B Issuer and Releasee and certain of its Subsidiaries (the "Junior Intercreditor Agreement") to which Deutsche Bank Trust Company Americas, in its capacity as Series C Parent Collateral Agent and Series C Subsidiary Collateral Agent has become a party, pursuant to the Joinder Agreement dated as of the date hereof;

WHEREAS, Releasee is a party to the Series C Collateral Agreement, dated as of March 30, 2011, among Releasee, the Series C Parent Collateral Agent and Series C Subsidiary Collateral Agent (the "Collateral Agreement") pursuant to which Releasee was required to execute and deliver the Series C Parent Trademark Security Agreement, dated as of March 30,

2011, in which it granted a Lien on and security interest in and to all of its right, title and interest in, to and under the Trademark Collateral (as defined below) (the “Security Interest”);

WHEREAS, the Security Interest was recorded in the United States Patent and Trademark Office on April 7, 2011 at Reel No. 4517 and Frame No. 0746; and

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral (as defined below);

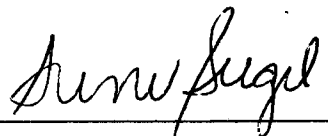
NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral (as defined below) pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, the Collateral Agent hereby states as follows:

1. Definitions. Capitalized terms used herein without definition are used as defined in the Collateral Agreement.
 - a. “Trademark Collateral” means all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet Domain Names, service marks, certification marks, collective marks, logos, other source or business identifiers, all registrations and applications for any of the foregoing including: (i) the registrations and applications referred to in Schedule 1 hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, and (iv) all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit.
2. Termination and Release of Security Interest. The Collateral Agent hereby terminates, releases and discharges the entirety of its Security Interest in the Trademark Collateral, and any right, title or interest the Collateral Agent may have in such Trademark Collateral shall hereby cease and become void.
3. Recordation. The Collateral Agent authorizes and requests that the Commissioner for Trademarks record this Release.
4. Further Assurances. Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

[Signature Page Follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

DEUTSCHE BANK TRUST
COMPANY AMERICAS,
as Collateral Agent

By: 
Name: **IRENE SIEGEL**
Title: **VICE PRESIDENT**

By: 
Name: **MARIA INOA**
Title: **ASSOCIATE**

[Signature Page to Release of Series C Parent Trademark Security Agreement]

TRADEMARK
REEL: 004735 FRAME: 0224

Schedule 1

Record Owner	Title (Trademark)	Jurisdiction	Registration Number	Registration Date
CIT Group Inc.	C IT	USA	3261421	07/10/07
CIT Group Inc.	CAPITAL REDEFINED	USA	3334242	11/13/07
CIT Group, Inc.	CIT	USA	3291762	09/11/07
CIT Group Inc	CIT	USA	2766028	09/23/03
CIT Group, Inc.	CIT (Stylized)	USA	3291765	09/11/07
CIT Group Inc.	CIT DIGITALEdge	USA	2865425	07/20/04
CIT Group Inc.	CIT logo	USA	2781012	11/11/03
CIT Group Inc.	EDGEVIEW	USA	2738279	07/15/03
CIT Group Inc.	PRACTICEFINANCE & Design	USA	3048331	01/24/06
CIT Group Inc.	Quality Digital Solutions	USA	3,008,052	10/18/05
CIT Group, Inc.	The CIT Group	USA	1448848	07/21/87
CIT Group, Inc.	The CIT Group (and design) – former bar style logo	USA	1452503	8/11/87
CIT Group Inc.	C IT EDUCATE	USA	2971722	07/19/05
CIT Group Inc.	C IT GROW	USA	2933697	03/15/05
CIT Group Inc.	C IT HEAL	USA	2933696	03/15/05
CIT Group Inc.	C IT INSPIRE	USA	2933695	03/15/05
CIT Group Inc.	C IT ROLL	USA	2938620	04/05/05
CIT Group Inc.	C IT SOAR	USA	2938619	04/05/05
CIT Group Inc.	C IT SUCCEED	USA	2911458	12/14/04
CIT Group Inc.	CIT TOTAL SOURCE	USA	2506217	11/13/01
CIT Group Inc.	SEE IT WITH CIT	USA	2910182	12/14/04
CIT Group Inc.	CIT.COM	USA	2636270	10/15/02
CIT Group Inc.	PRACTICE FINANCE	USA	2277432	09/14/99